

Prepared by and return to:  
Christopher N. Davies, Esq.  
COHEN & GRIGSBY, P.C.  
9110 Strada Place, Suite 6200  
Naples, Florida 34108

**CERTIFICATE OF AMENDMENT**

**THE UNDERSIGNED**, being the duly and acting President of Villa Florenza at the Vineyards Homeowners' Association, Inc., a Florida corporation not for profit, hereby certifies that at a duly called meeting of the Board of Directors where a quorum was present, the resolution set forth below was approved by a majority of the Board of Directors. At a Special Meeting of the members held on November 15, 2012, where a quorum was present, after due notice, the resolution set forth below was approved by the vote indicated for the purposes of adding a new Article 4.03 to Article IV, Land Use Within Villa Florenza and Common Areas of the Declaration of Covenants, Conditions and Restrictions for Villa Florenza at the Vineyards, recorded at Official Records Book 2681, Pages 943, *et seq.*, Public Records of Collier County, Florida.

1. The following resolution was approved and adopted by concurrence of sixty-seven (67%) of the total votes in the Villa Florenza at the Vineyards Homeowners' Association, Inc.

**RESOLVED:** That, the Declaration of Covenants, Conditions and Restrictions for Villa Florenza at the Vineyards, be and is hereby amended and the amendment is adopted in the form attached hereto and made a part hereof.

Villa Florenza at the Vineyards Homeowners' Association, Inc.

Date: April 29, 2013

By: Thomas McKiernan

[Signature]  
Witness

Thomas McKiernan, President  
75 Vineyards Boulevard, 3<sup>rd</sup> FL  
Naples, Florida 34119

Print Name: Denton D. Nickel

(CORPORATE SEAL)

Patty Brawner  
Witness

Print Name: Patty Brawner

**STATE OF FLORIDA  
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2013, by Thomas McKiernan, President of the aforementioned Association, on behalf of the Association. He is personally known to me or has produced drivers license as identification.

My Commission Expires:

Patricia A. Brawner  
Notary Public

Patricia A. Brawner  
Printed Name

1854193.v1



**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
VILLA FLORENZA AT THE VINEYARDS**

The Declaration of Covenants, Conditions and Restrictions for Villa Florenza at The Vineyards shall be amended as shown below:

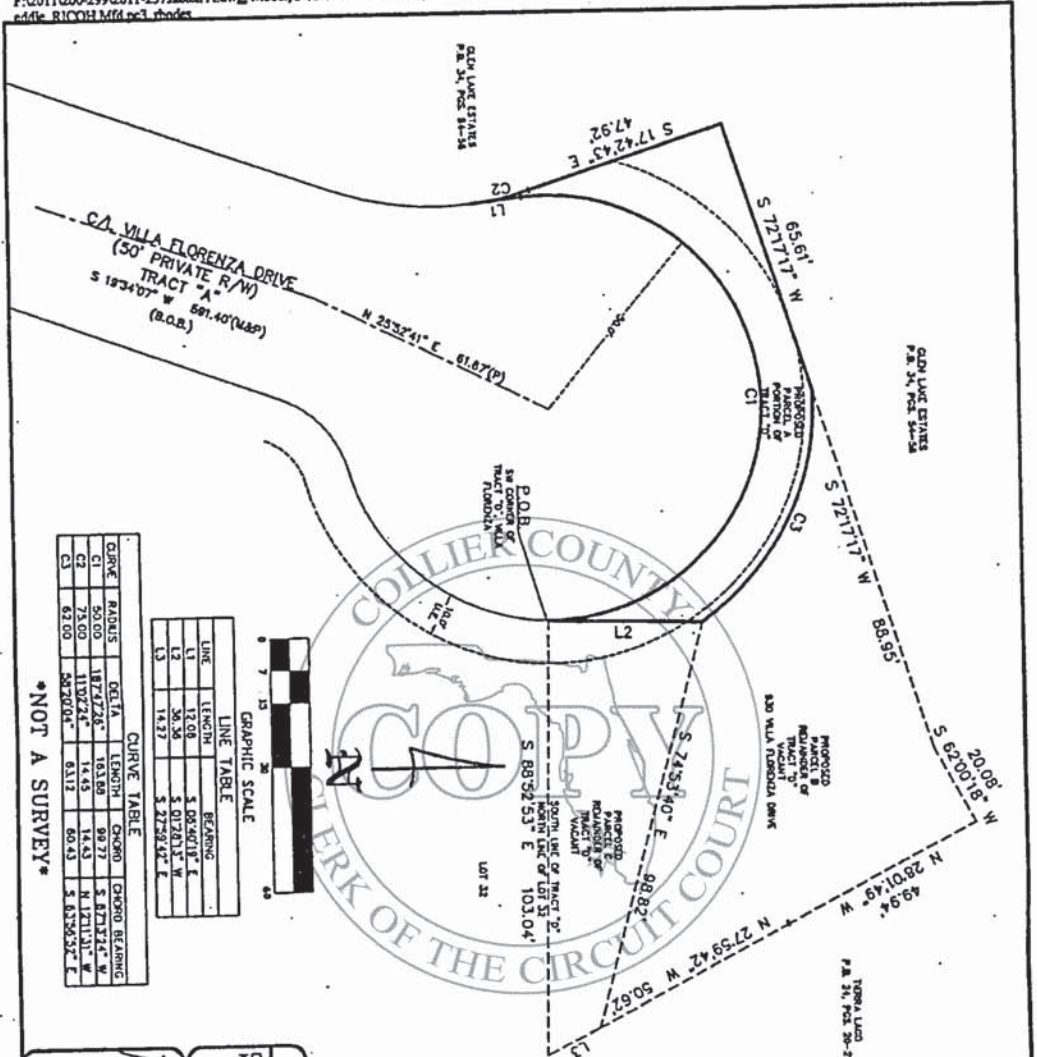
A new Article 4.03 shall be added to **ARTICLE IV, LAND USE WITHIN VILLA FLORENZA AND COMMON AREAS**, as follows:

4.03 A portion of Tract D depicted on the plat of Villa Florenza recorded in Plat Book 34, Pages 59 and 60, of the Public Records of Collier County, Florida, shall be conveyed as follows pursuant to the Exhibit(s) attached hereto and made a part hereof.

<u>Exhibit</u>	<u>Parcel</u>	<u>Conveyance</u>
<u>"A"</u>	<u>Parcel A</u>	<u>Parcel "A" shall continue to be owned by Villa Florenza at the Vineyards Homeowners' Association, Inc.</u>
<u>"B"</u>	<u>Parcel B</u>	<u>Parcel "B" shall be conveyed to the record title owner of Lot 10, GLEN LAKE ESTATES, according to the Plat thereof, as recorded in Plat Book 34, Pages 54 through 56 inclusive, of the Public Records of Collier County, Florida.</u>
<u>"C"</u>	<u>Parcel C</u>	<u>Parcel "C" shall be conveyed to the record title owner of Lot 32, Block A, VILLA FLORENZA, according to the Plat thereof, as recorded in Plat Book 34, Pages 59 and 60, Public Records of Collier County, Florida.</u>

# EXHIBIT A

F:\2011\200-299\2011-257\sketch A.dwg, Modl, 3/12/2013 4:21:53 PM, title: R1COH Mfd pct rhodes



LINE	LENGTH	BEARING
C1	50.00	S 187°42'43\"/>

LINE	LENGTH	BEARING
L1	12.00	S 08°40'18\"/>



\*NOT A SURVEY\*

## LEGAL DESCRIPTION

PARCEL A

BEING PART OF TRACT 27 OF VILLA FLORENZA ACCORDING TO THE PLAT THEREOF, BEING PART 59 THROUGH 60 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT D, VILLA FLORENZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 59, BEING A POINT ON THE CORNER WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY OF VILLA FLORENZA DRIVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGE 59 THROUGH 60, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, 163.68 FEET ALONG THE 60.00 FEET THROUGH A CURVE, ANGLE OF 50°12'24\"/>

## SKETCH AND DESCRIPTION

BY: *[Signature]* THOMAS E. RHODES SR PSH #5954

CERTIFIED TO: KENT HIGGINS

RHODES & RHODES LAND SURVEYING, INC. LICENSE #EB 6897

28100 BONITA GRANDE DRIVE, SUITE 107  
BONITA SPRINGS, FLORIDA 34135  
(239) 405-8166 (239) 405-8163 FAX

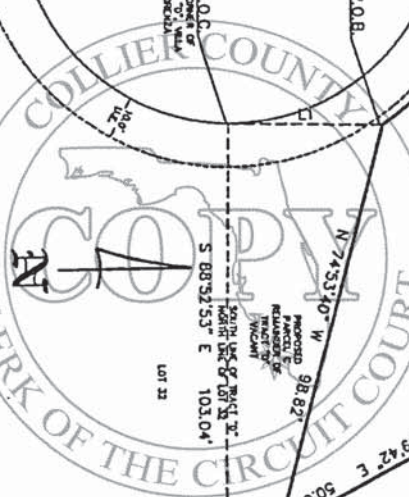
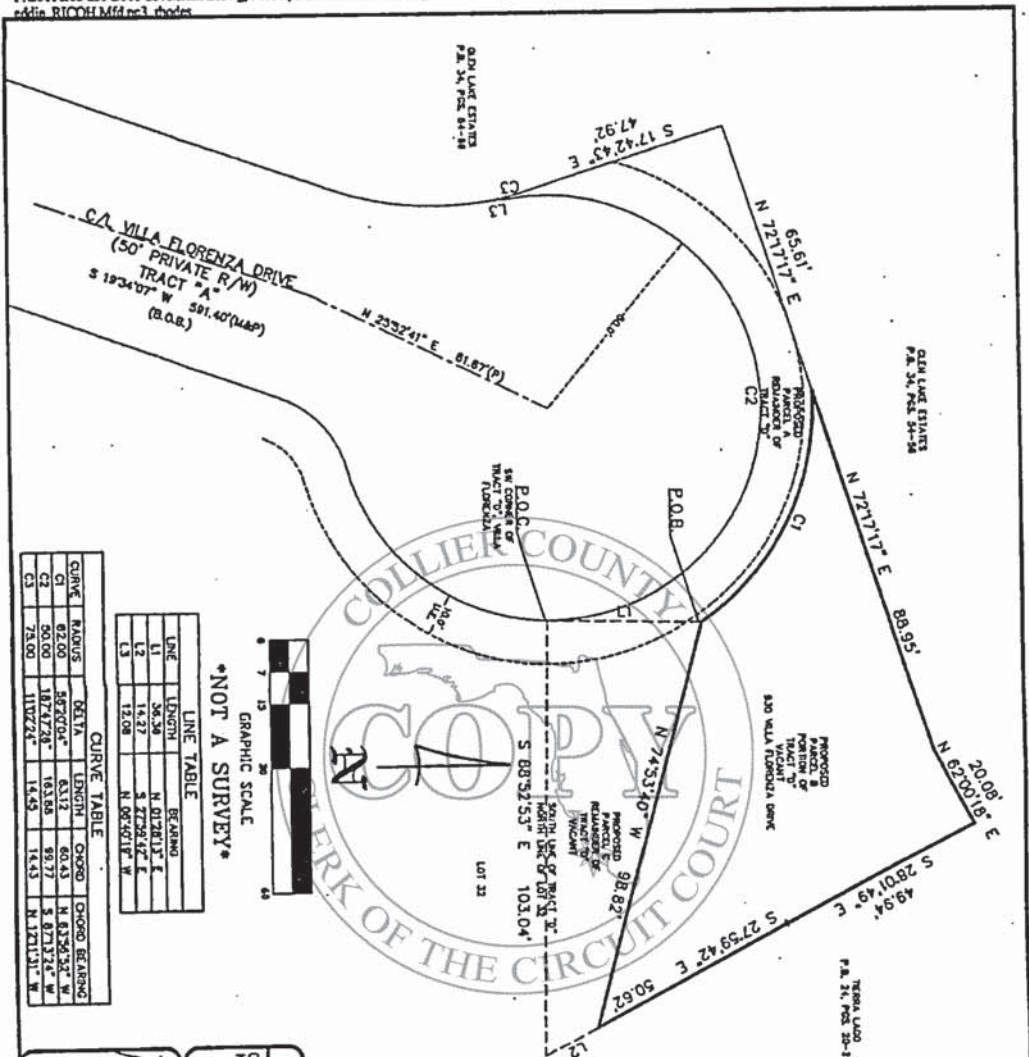
DATE	BY	SCALE
JAN. 30, 2013	TR	1" = 30'

FILE # 2011-257  
SHEET # 1 OF 1

- NO. 1: ASSURANCES
- NO. 2: CORNER MARK
- NO. 3: FLORIDA ROCK AND LIME
- NO. 4: POINT OF COMMENCEMENT
- NO. 5: POINT OF BEGINNING
- NO. 6: RIGHT OF WAY LINE

# EXHIBIT B

F:\2011\200-299\2011-257\sketch B.dwg, Model, 3/12/2013 4:24:37 PM,  
 addin: RICCOH.Mifid.mcl, rhodes



GRAPHIC SCALE  
 0 7 15 30 45

\*NOT A SURVEY\*

LINE	LENGTH	BEARING
L1	36.36	N 01°18'15\"
L2	14.37	S 27°59'42\"
L3	12.08	N 08°50'17\"

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	82.00	58°27'00\"	63.12	60.43	N 83°58'52\"
C2	50.00	187°47'28\"	103.88	97.77	S 87°13'42\"
C3	75.00	115°24\"	14.43	14.43	N 17°15'11\"

## LEGAL DESCRIPTION

PARCEL B

BEING PART OF TRACT D OF VILLA FLORENZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGES 58 THROUGH 60 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF TRACT D, VILLA FLORENZA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 58 THROUGH 60, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE NORTH 01°28'15\"

## SKETCH AND DESCRIPTION

BY: *[Signature]* THOMAS E. RHODES SR. PSM #5854

CERTIFIED TO KENT HIGGINS

RHODES & RHODES  
 LAND SURVEYING, INC.  
 LICENSE #LB 6897

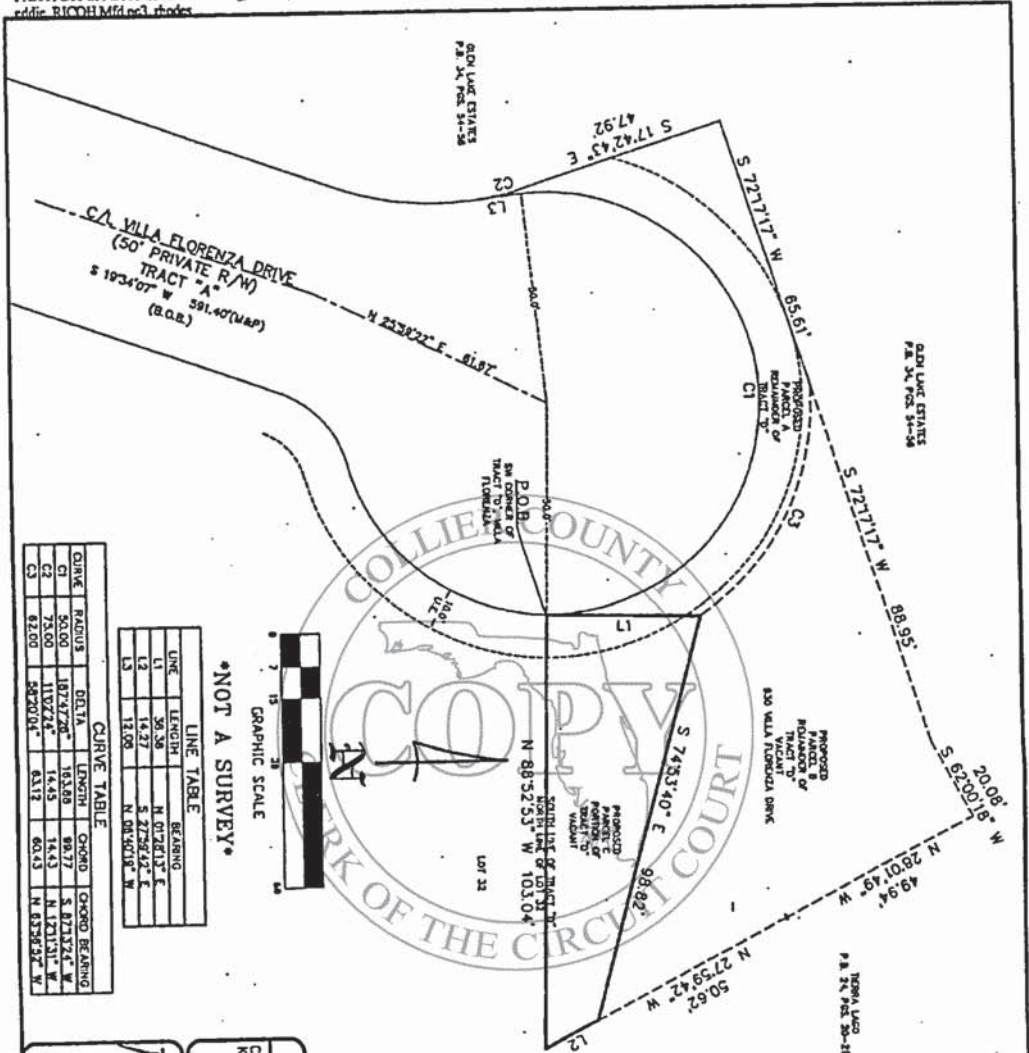
28100 BONITA GRANDE DRIVE, SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 (239) 405-8163 FAX

DATE	6/21/12
SCALE	AS SHOWN
COLOR	AS SHOWN

DESIGN	THOMAS E. RHODES SR. PSM #5854
CHECKED	
DATE	6/21/12
PROJECT	
SHEET #	1 OF 1

# EXHIBIT C

F:\2011\200-299\2011-257\Sketch C.dwg, Model, 3/12/2013 4:23:14 PM,  
 Author: RICCOH.MD.nc3.rhodes



NOT A SURVEY

GRAPHIC SCALE

LINE	LENGTH	BEARING
L1	59.29	N 07°21'13\"
L2	19.27	S 72°52'42\"
L3	13.09	N 08°50'18\"

CURVE	RADIUS	DELTA	LENGTH	CORD	CORD BEARING
C1	90.00	187°42'43\"	103.89	89.37	S 81°21'52\"
C2	75.00	110°27'42\"	104.13	84.43	N 42°13'52\"
C3	82.00	88°20'01\"	81.12	60.43	N 85°38'32\"



## LEGAL DESCRIPTION

### PARCEL C

BING PART OF TRACT "D" OF VILLA FLORENZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGES 59 THROUGH 60 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT D, VILLA FLORENZA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGES 59 THROUGH 60 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE NORTH 07°28'13\"

EAST, A DISTANCE OF 30.38 FEET; THENCE SOUTH 72°52'42\"

EAST, A DISTANCE OF 98.82 FEET TO A POINT ON THE EASTERY LINE OF SAID TRACT B; THENCE SOUTHERLY ALONG SAID EASTERY LINE OF SAID TRACT B TO THE POINT OF BEGINNING, A DISTANCE OF 14.27 FEET TO THE POINT OF BEGINNING OF SAID TRACT D; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID TRACT D NORTH 80°32'32\"

WEST, A DISTANCE OF 103.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,366 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE C/A OF VILLA FLORENZA DR. AS BING SOUTH 19°34'07\"

WEST AS SHOWN.

- NO ASSOCIATIONS
- NO BASIS OF MEASUREMENT
- C/A: CENTERLINE
- P/L: PLAT
- P/M: POINT OF MEASUREMENT
- P/S: PLAT SURVEY
- R/V: RIGHT OF WAY LINE

BY: *[Signature]* THOMAS E. RHODES SR. PSM #5854

CERTIFIED TO:  
 KENT HIGGINS

SKETCH AND DESCRIPTION

RHODES & RHODES  
 LAND SURVEYING, INC.  
 LICENSE #LB 6897

28100 BONITA GRANDE DRIVE, SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 (239) 405-8163 FAX

DATE	BY	SCALE
6/28/2012	THOMAS E. RHODES SR.	AS SHOWN

**CERTIFICATE OF AMENDMENT**

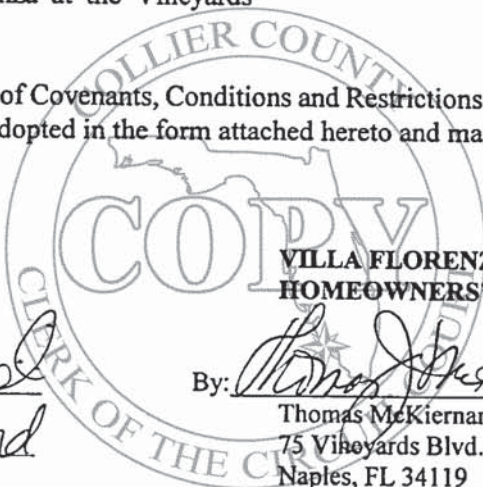
THE UNDERSIGNED, being the duly and acting President of Villa Florenza at the Vineyards Homeowners' Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on November 6, 2015, where a quorum was present, after due notice, the resolution set forth below was approved by the vote indicated for the purpose of amending the Declaration of Covenants, Conditions and Restrictions for Villa Florenza at the Vineyards, as originally recorded at O.R. Book 2681, Pages 943 *et seq.*, of the Public Records of Collier County, Florida, as previously amended.

The following resolution was approved by the affirmative vote of Members representing sixty-seven percent (67%) of the total votes in the Villa Florenza at the Vineyards Homeowners' Association.

*(for use by Clerk of Court)*

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for Villa Florenza at the Vineyards is amended and the amendment is adopted in the form attached hereto and made a part hereof.

Date: 11/13/15



**VILLA FLORENZA AT THE VINEYARDS  
HOMEOWNERS' ASSOCIATION, INC.**

(1) Deanna LeGrand  
Witness  
Print Name: Deanna LeGrand

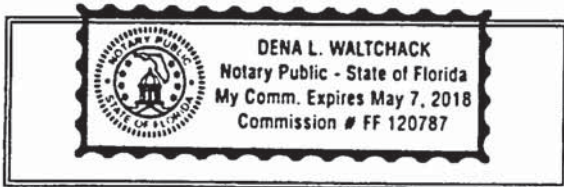
By: Thomas McKiernan  
Thomas McKiernan, President  
75 Vineyards Blvd., Suite 3  
Naples, FL 34119

(2) Stephen Cusson  
Witness  
Print Name: STEPHEN CUSSON

(CORPORATE SEAL)

**STATE OF FLORIDA  
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 13 day of November, 2015, by Thomas McKiernan, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



Dena L Waltchack  
Signature of Notary Public

*Print, Type, or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)*

*This instrument prepared by Robert E. Murrell, Esq., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, FL 34103.*

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VILLA FLORENZA AT THE VINEYARDS**

The Declaration of Covenants, Conditions and Restrictions for Villa Florenza at the Vineyards shall be amended as shown below:

Note: New language is underlined.

Section 10.15 of the Declaration shall be amended to read as follows:

10.15 Leasing. The Owner of a Unit shall have the right to lease such Unit subject to the following conditions and the terms of the Villa Florenza at the Vineyards rules and regulations.

(a) All leases shall be in writing and no more than one (1) lease shall be permitted in a fiscal year;

(b) The lease shall be specifically subject to the Villa Florenza Documents and any failure of the tenant to comply with the Villa Florenza Documents shall be a default under the lease; and,

(c) The Owner shall be liable for any violation of the Villa Florenza Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.

(d) Unit Owners are permitted to lease their Unit to immediate family members only. Immediate family members are defined as a parent, grandparent, child, grandchild or sibling of a Unit Owner. However, the Board must be provided with a written lease or statement of terms with regard to the occupancy of the Unit by an immediate family member, and the Board shall have the right to approve said arrangement to make sure that it complies with the obligations contained herein. The Board shall also have the authority to require proof of familial relationship from the Unit Owner, to include a birth certificate or such other documentation approved by the Board.

(e) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee who is someone other than an immediate family member, for a period not to exceed twelve (12) months, unless the Board consents in writing to the contrary, on such reasonable terms as the Board may establish. Hardships may include, but are not limited to, health related matters, employment transfers and family obligations.

(f) Such permission may be granted by the Board only to those owners who have owned their Unit for a minimum period of two (2) years, and only upon written application by the Unit Owner to the Board.

(g) The Board shall respond to each application in writing within thirty (30) days of the submission thereof.

(h) All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application.

(i) The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding. All of the provisions of the Governing Documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the Governing Documents of the Association, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

(j) If an Owner leases his Unit, it shall be leased for twelve (12) months. No Unit Owner shall have the right to lease less than the entire given Unit. Subleasing is not permitted.

(k) The Board of the Association shall have the right to lease any Association owned Units or any Unit of which the Association has possession, pursuant to any court order, and said Units shall not be subject to Section 10.15.

(l) If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

(m) No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouse or non-spouse companions and guests may occupy the Unit. The total number of occupants of a Unit is limited to two (2) persons per bedroom. A guest, whether related or unrelated to the lessee, may occupy a Unit together with the lessee for a period of not more than fifteen (15) days.

(n) If a lessee absents himself from the Unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the Unit.

(o) To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the recreation or parking facilities during the lease term, except as the guest of another Unit Owner.